

TelComm Credit Union Mobile Deposit User Agreement

This Agreement contains the terms and conditions for the use of TelComm Credit Union's ("TelComm", "us", "Credit Union", "we" or "TCU") Mobile Deposit and/or other Remote Deposit Capture services (if applicable) that we may provide to you ("you" or "User"). Other agreements you have entered into and/or have already received from TelComm Credit Union (i.e., Account Information Disclosure Booklet - which summarizes your accounts Terms and Conditions, Electronic Transfers, Funds Availability and Truth in Savings, etc.), and/or any other Disclosures governing your TelComm account, are incorporated by reference and made a part of this Agreement.

Service. The mobile deposit service ("Service") is designed to allow you to make deposits to your checking or savings accounts from your smartphone by taking a picture of the check(s) and delivering those image(s) and associated deposit information to TelComm - or TelComm's designated processor.

Acceptance of these Terms. Your use of this Service constitutes your acceptance of this Agreement. This Agreement is subject to change from time-to-time. We will notify you of any material change(s) via email, on a statement message, or on our website(s), by providing a link to the revised Agreement. Your continued use of the Service will indicate your acceptance of the revised Agreement. Furthermore, TelComm reserves the right, in its sole discretion, to change, modify, add, or remove any portion(s) of the Service. Your continued use of the Services will indicate your acceptance of any such changes to the Service.

Endorsements and Procedures. You agree to 'restrictively endorse' any item transmitted through the Service as: "***For Mobile Deposit Only***" "***TelComm CU***" with your signature endorsement and account number, or as otherwise instructed by TelComm. You agree to follow any and all other procedures and instructions for use of the Service as we may establish from time-to-time. You agree the aggregate amount of any items which are accidentally deposited more than once will be debited from your account, and to the extent funds in your account are insufficient to cover such amount, any balance shall be debited by TelComm from any other accounts you hold with the Credit Union, at its sole discretion, and you also acknowledge you are liable to repay the credit union any deficiency under these circumstances, if applicable. You further acknowledge you, and not the Credit Union, are responsible for the processing and handling of any original items which are imaged and deposited utilizing the Service, and you assume all liability to the 'drawer' of any item imaged using the Service or liability arising from TCU printing costs of any substitute check from those images.

Requirements. Each image must provide all information on the front and back of the original check at the time presented to you by the drawer, including, but not limited to, information about the drawer and the paying bank preprinted on the original check, MICR information, signature(s), and required identification written on the front of the original check, and any endorsement(s) applied to the back of the original check. The image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.

Endorsements must be made on the back of the check within 1½ inches from the top edge, although we may accept endorsements outside the space. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility. A check payable to two payees must be endorsed by both payees. If the check is payable to you or your joint

owner, either of you can endorse it. If the check is made payable to you and your joint owner, both of you must endorse the check.

Returned Deposits. Any credit to your account for checks deposited using TelComm Credit Union's Mobile Deposit Service is provisional. If original checks deposited through TCU's Mobile Deposit Service are dishonored, rejected or otherwise returned unpaid by the drawee bank, or are rejected or returned by a clearing agent or collecting bank, for any reason, including but limited to, issues relating to the quality of the image, you agree an original check will not be returned to you, but we may charge-back the amount of the original check and provide you with an image of the original check (a paper reproduction of the original check or a substitute check). You will reimburse TCU for all losses, costs, damages or expenses caused by - or relating to - the processing of the returned item. Without our approval, you shall not attempt to deposit or otherwise negotiate an original check if it has been charged back to you. We may debit any of your accounts to obtain payment for any item that has been rejected or returned, for any adjustment related to such item that has been rejected or returned, for any adjustment related to such item, or for any warranty claim related to such item, whether or not the rejection, return, adjustment or warranty claim was made timely.

Fees: A fee may be charged for the Service. You are responsible for paying the fees (if applicable) for the use of the Service. Any fee charged will be disclosed prior to your deposit. TelComm Credit Union may change the fees for use of the Service at any time. You authorize TCU to deduct any such fees from a TCU account in your name. If your deposit is returned unpaid, you also authorize TCU to collect a fee (if applicable).

Limitations of Service. When using the Service, you may experience technical or other difficulties (i.e., problems with sign-on, connectivity, scanning, check acceptance, etc.). TelComm is not liable and will not assume responsibility for any technical or other difficulties, or any resulting damages you may incur. TelComm makes no warranty that the service will be available at any given time. TelComm reserves the right to change, suspend, or discontinue the service, in whole or in part, and/or your use of the Service, in whole or in part, immediately and at any time without prior notice to you. In the event the Service is not available to you, you acknowledge you can deposit your check at a branch, in a night depository, or by postal mail.

Eligible Items. You agree to deposit only checks as that term is defined in Federal Reserve Board Regulation CC ("Reg CC"). Each check will require a separate transaction via Mobile Deposit.

Unacceptable Items for Deposit: You agree you will not use the Service to deposit any check or other items as shown below:

- Checks or items payable to any person or entity other than you (i.e., payable to another party and then endorsed over to you).
- Checks payable to you and another party - who is not a joint owner on the account.
- Any check or items drawn on the same account in which you are depositing funds.
- Checks or items containing evidence of alteration to any of the fields on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.
- Checks or items previously converted to a substitute check, as defined in Reg CC.
- Checks or items drawn on a financial institution located outside the United States.

- Checks or items that are remotely created checks, as defined in Reg CC.
- Checks or items not payable in United States Currency.
- Any check that is “stale-dated”, expired or “post-dated”, or is dated more than 6 months prior to the date of deposit.
- Any check that is “non-negotiable” (whether stamped in print or as a watermark).
- Any check that is incomplete.
- US Savings Bonds.
- Cash.
- Any check on which a stop payment order has been issued or to which there are insufficient funds.
- Checks that have previously been submitted through this service, or through a remote capture service offered at any other financial institution.

Image Quality. The image of an item transmitted to TelComm Credit Union using the Service must be legible. The image quality of the items must comply with the requirements established from time-to-time by, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association.

Receipt of Items: We reserve the right to reject any item transmitted through the Service, at our discretion, without liability to you. We are not responsible for items we do not receive - or for images dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from TelComm Credit Union indicating we have received the image. Receipt of such confirmation does not mean the transmission was error-free or complete.

Availability of Funds. You agree items transmitted using the Service are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. Funds deposited using the Service may be subject to a three business day hold, if deemed necessary. TelComm Credit Union may make such funds available sooner based on such factors as creditworthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as TelComm Credit Union, in its sole discretion, deems relevant.

Business Day and Availability. You agree you understand the Services are available Monday through Friday between 8:00 AM and 3:30 PM, Central Time, except during Federal Holidays or any other day we are not open for business. Transmissions processed after these business hours on a business day, or on any other day that is not a business day are treated as occurring on the next business day.

Disposal of Transmitted Items. Upon your receipt of a confirmation from TelComm Credit Union that we have received the image of an item, you agree to prominently mark that item as “Electronically Presented” or “VOID”. You agree to securely store each original check you deposit using Mobile Deposit for a period of at least 60 days after transmission to TelComm Credit Union. After 60 days have passed since you transmitted the original check, you will need to properly dispose of the item to ensure it is not re-presented for payment. You agree to never re-present that item. You will promptly provide any retained item, or a sufficient copy of the front and back of the item, to TelComm Credit Union as requested - to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for TelComm Credit Union’s auditing purposes.

Email Address. You agree to notify the Credit Union immediately if you change your primary email address, as this is where you will receive notification of receipt of remote deposit items.

Deposit Limits. We reserve the right to impose limits on the amount(s) and/or number of deposits you transmit, whether that be limits for daily or monthly remote deposits, etc., and we may modify such limits from time-to-time.

Hardware and Software. In order to use the Service, you must obtain and maintain, at your expense, compatible hardware and software as specified by TelComm Credit Union from time-to-time. TelComm is not responsible for any third party software you may need to use the Service. Any such software is accepted by you 'as is', and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at time of download and installation.

Security Requirements. To prevent unauthorized usage of the Service, you agree to ensure the security of the mobile device you own, and the access credentials you use to access the service. You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure your mobile device remains securely in your possession until the deposit has been completed. You will notify us immediately by telephone and with written confirmation if you learn of any loss - or the theft of original checks. You will ensure the safety and integrity of original checks from the time of receipt until the time of destruction. If warranted in our reasonable judgement, we may audit and monitor you, and you agree to cooperate with us to permit such monitoring, to confirm you have satisfied your obligations under this agreement.

Compliance with Law. You will use TCU's Mobile Deposit Service for lawful purposes and in compliance with all applicable laws, rules, and regulations. You warrant you will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules & regulations.

Termination. We may terminate this Agreement at any time and for any reason. This Agreement shall remain in full force and effect until it is terminated by us. Without limiting the foregoing, this Agreement may be terminated if you breach any term of this Agreement, if you use TCU's Mobile Deposit Service for any unauthorized or illegal purposes, or you use TCU Mobile Deposit in a manner inconsistent with the terms of your Account Information Disclosure Booklet or any other agreement you have with us.

Presentment. The manner in which the items are cleared, presented for payment, and collected shall be at TelComm's sole discretion subject to TelComm's 'Account Information Booklet' and/or other disclosures that govern your account.

Ownership and License. You agree TelComm Credit Union retains all ownership and proprietary rights in the Service, associated content, technology, and website(s). Your use of the Service is subject to - and conditioned upon - your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Service. Again - without limiting the restriction of the foregoing, you may not use the Service: a.) in any anti-competitive manner, b.) for any purpose which would be contrary to TelComm's business interest or, c.) to TelComm's actual or potential economic disadvantage in any aspect. You may not copy, reproduce, distribute, or create derivative works from the content and you also agree not to reverse engineer or reverse compile any of the technology used to provide the Service.

DISCLAIMER OF WARRANTIES. YOU AGREE YOUR USE OF THE SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICE: A.) WILL MEET YOUR REQUIREMENTS, B.) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, C.) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE AND, D.) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.

LIMITATION OF LIABILITY. YOU AGREE WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATING TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THIS SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF TELCOMM CREDIT UNION HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

Force Majeure. The Credit Union shall not be responsible for liability, loss, or damage of any kind resulting from any delay in the performance of - or failure to perform - its responsibilities hereunder due to causes beyond its reasonable control.

Changes in Financial Circumstances. You understand and agree you must inform the Credit Union immediately in the event of a material change in your financial circumstances. This includes, but is not limited to, the bankruptcy, insolvency, sale, transfer or assignment of a business associated with the Service and your account, or if you are in default under any agreement for borrowed money or any other material contract. You agree to provide any financial records we reasonably request to determine your financial status during the term of this Disclosure and Agreement.

User warranties and indemnification. Again, you warrant to TelComm Credit Union that:

- You will only transmit eligible items.
- Images will meet the image quality requirement.
- You will not transmit duplicate items.
- You will not deposit or re-present the original item.
- All information you provide to TelComm Credit Union is accurate and true.
- You will comply with this Agreement and all applicable rules, laws and regulations.

You agree to indemnify and hold harmless TelComm Credit Union from any loss for breach of this warranty provision.

Relationship. This Disclosure and Agreement does not create, and shall not be construed to create, any joint venture or partnership between the parties. No officer, employee, agent, servant, or independent contractor of either party shall at any time be deemed an employee, servant, agent, or contractor of the other party for any purpose whatsoever.

Other Terms. You may not assign this Agreement. This Agreement is entered into in Springfield, MO and shall be governed by the laws of the State of Missouri and of the United States. A determination

that any provision of this Agreement is unenforceable or invalid shall not render any other provision of this Agreement unenforceable or invalid.

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